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## EEOC v. Supreme Corporation and Supreme Northwest LLC

Judge Michael W. Mosman

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## EEOC v. Supreme Corporation and Supreme Northwest LLC

### Keywords

EEOC, Supreme Corporation, Supreme Northwest LLC, 07-CV-1047-MO, Consent Decree, Disparate Treatment, National Origin, Hispanic or Latino, Manufacturing, Employment Law, Title VII

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UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

EQUAL EMPLOYMENT OPPORTUNITY	)	
COMMISSION,	)	CASE NO. 07-CV-1047-MO
	)	
Plaintiff,	)	CONSENT DECREE AND
	)	PROPOSED ORDER OF
	)	DISMISSAL
v.	)	
	)	
SUPREME CORPORATION and	)	
SUPREME NORTHWEST, LLC,	)	
	)	
Defendant.	)	
	)	

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**I. INTRODUCTION**

1. This action originated with discrimination charges filed by Samuel Carlos, Sergio

Cruz Olivera, Adriana Ortiz, Luis Pantaleon, Maria Serratos, Zerafino Reyes Soto, and Avelino  
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Villeda Valencia (“charging parties”) jointly filed with the Oregon Bureau of Labor and Industries (“BOLI”) and the Equal Employment Opportunity Commission (“EEOC”). The charging parties alleged that Supreme Northwest, LLC (“Supreme Northwest”) discriminated against them on the basis of their national origin, Mexican, Hispanic when they subjected them to disparate treatment in violation of Title VII of the Civil Rights Act of 1964, as amended 42 U.S.C. § 2000e et seq (“Title VII”). Supreme Northwest denied the allegations of the charging parties.

2. The EEOC sent Supreme Northwest (“Supreme Northwest”) a Letter of Determination with a finding of reasonable cause that it had violated Title VII.

3. The EEOC filed this lawsuit on July 18, 2007, in the United States District Court for the District of Oregon on behalf of the charging parties and other alleged similarly situated class members, naming both Supreme Northwest and its parent company, Supreme Corporation as defendants. Supreme Northwest and Supreme Corporation answered, denying all allegations of discrimination or other wrongdoing.

4. The EEOC and Supreme Northwest want to conclude the charging parties’ claims and the claims of alleged similarly situated class members without expending further resources in contested litigation. Subject to the terms of this Consent Decree, the EEOC shall dismiss all claims against Supreme Corporation with prejudice.

## **II. NON-ADMISSION OF LIABILITY AND NON-DETERMINATION BY THE COURT**

5. This Consent Decree is not an admission of wrongdoing or an adjudication or finding on the merits of the case.

## **III. SETTLEMENT SCOPE**

6. This Consent Decree is the final and complete resolution of all allegations of unlawful employment practices contained in the Complaint filed herein on behalf of the charging parties and similarly situated class members by the EEOC. Supreme Corporation and Supreme Northwest agree that they shall not employ Jason Demery or John Buskirk in any capacity following the entry of this Consent Decree. The terms of this Consent Decree shall apply only to employees at the Supreme Northwest Woodburn, Oregon facility. The Consent Decree resolves all issues and claims arising out of this Complaint and is binding and final as to all such alleged issues and claims.

## **IV. JURISDICTION AND VENUE**

7. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§451, 1331, 1337, 1343 and 1345. Plaintiff EEOC's action is authorized pursuant to Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e-5(f)(1) and (3) and 2000e-6 ("Title VII") and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. §1981a. The employment practices alleged to be unlawful in the EEOC's Complaint filed herein occurred within the jurisdiction of the United States District Court for the District of Oregon.

## **V. DEFINITION OF TERMS**

For the purposes of this Consent Decree, the following definitions shall apply:

8. “The Effective Date of the Consent Decree” is the date the United States District Court for the District of Oregon enters the Consent Decree and (Proposed) Order of Dismissal.
9. Unless otherwise indicated, the word “days” refers to calendar days.
10. “Formal or Informal Complaints” includes any complaint, whether written or oral, made to a manager or supervisor with the defendant.

## **VI. MONETARY RELIEF**

11. In settlement of the EEOC’s claims in this lawsuit, Supreme Northwest agrees to pay the charging parties and similarly situated class members the total lump sum of Four Hundred Twenty-Seven Thousand Dollars (\$427,000.) representing back pay and compensatory damages. In consideration for the monetary relief, the charging parties will each sign an individual and separate release (to which the EEOC is not a party) with Supreme Corporation and Supreme Northwest. Payment shall be made to the charging parties within three (3) days of receipt of the executed release.

## **VII. INJUNCTIVE RELIEF**

### **A. Supreme Northwest Compliance with Title VII**

12. Supreme Northwest shall comply with Title VII. To further this commitment, Supreme Northwest shall monitor the affirmative obligations of this Consent Decree.

13. Supreme Corporation and Supreme Northwest shall not retaliate against any employee or witness for opposing a practice deemed unlawful by Title VII or for making a charge, testifying, assisting, or participating in any investigation, proceeding, or hearing associated with this action.

14. In recognition of its obligations under Title VII, Supreme Northwest shall institute the policies and practices set forth below.

**B. Retention of a Consultant**

15. Supreme Northwest with the assistance of legal counsel or a qualified consultant, shall revise its current written policy that sets forth its anti-discrimination and harassment policies and reporting mechanisms so that it is in both English and Spanish.

16. The revised anti-discrimination policy will be distributed to all current employees, both management and non-management, in Supreme Northwest's Woodburn, Oregon facility, beginning sixty (60) days after entry of this decree and continuing for the duration of the decree. Distribution to new employees will occur at the time of hire or during the new hire orientation.

17. Supreme Northwest shall adopt the following "Statement of Zero-Tolerance Policy and Workplace Objectives":

Supreme Northwest is firmly committed to developing and maintaining a zero-tolerance policy concerning discrimination, harassment and retaliation against individuals who report discrimination or harassment in the company's workplace; to swiftly and firmly responding to any acts of discrimination, harassment or retaliation of which the company becomes aware; to implementing a disciplinary system that is designed to strongly deter future acts of discrimination, harassment

or retaliation; and to actively monitoring its workplace in order to ensure tolerance, respect and dignity for all people.

18. In order to effectuate the objectives embodied in Supreme Northwest's Statement of Zero-Tolerance Policy and Workplace Objectives and this Decree, Supreme Northwest shall ensure the following policies, procedures and practices are in effect:

(a) Complaint Procedures.

- (i) Supreme Northwest shall provide its employees with the name, job title, work location, and telephone number of the management employee(s) charged with investigating claims of workplace discrimination. That information shall also be routinely and continuously posted in English and Spanish. If the name or designation of the management employee(s) charged with investigating issues of discrimination, harassment, and retaliation changes, Supreme Northwest shall re-post his or her name, job title, work location, and telephone number.
- (ii) Supreme Northwest shall enable complaining parties to be interviewed by Supreme Northwest about their complaints



in such a manner that permits the complaining party's interview, at such party's election, to remain inconspicuous to all of the employees in such party's work area. Supreme Northwest's complaint procedure shall not impose upon individuals seeking to make a complaint alleging discrimination, harassment and/or retaliation any requirements that are more burdensome than are imposed upon individuals who make other complaints of comparable gravity.

- (iii) Supreme Northwest shall ensure that its policies and procedures provide that complaint handling and disciplinary procedures regarding all complaints of discrimination, harassment and/or retaliation are investigated and addressed promptly. Specifically, Supreme Northwest shall investigate all complaints of discrimination, harassment and/or retaliation promptly and absent good reason, shall complete investigations within three (3) weeks. Supreme Northwest will further make its best effort to prepare its written findings of the results of each investigation and the remedial actions proposed within seven (7) days after completion of the investigation, and

shall thereupon promptly communicate to the complaining party the results of the investigation. Such communication will reasonably take into account the privacy of the accused.

- (iv) Supreme Northwest shall make its best effort to ensure that appropriate remedial action is taken to resolve complaints and to avoid the occurrence of discrimination, harassment and/or retaliation.

(b) Policies Designed To Promote Supervisor Accountability.

- (i) Supreme Northwest shall impose substantial discipline -- up to and including demotion, suspension without pay or termination upon any supervisor or manager who engages in discrimination or harassment or permits any such conduct to occur in his or her work area or among employees under his or her supervision, or who retaliates against any person who complains or participates in any investigation or proceeding concerning any such conduct. Supreme Northwest shall communicate this policy to all of its supervisors and managers.

- (ii) Supreme Northwest shall periodically advise all managers and supervisors of their duty to actively monitor their work areas to ensure employees' compliance with the company's anti-discrimination and harassment policy, and to report any incidents and/or complaints of harassment, harassment and/or retaliation of which they become aware to the department charged with handling such complaints.
- (iii) Supreme Northwest will consider any failure to comply with this policy in evaluating its managers, including when they are being considered for promotions.

(c) Anti-Discrimination and Harassment Training.

- (i) Supreme Northwest shall provide full-workplace anti-discrimination, harassment and retaliation training in English and Spanish to all employees, including supervisors and management; and to provide training to all persons charged with the handling of complaints of discrimination, harassment and/or retaliation in the workplace, including the techniques for investigating and addressing such problems. This training shall include issues regarding discrimination and harassment by

employees and/or customers or vendors of Supreme Northwest. The first full-workplace training shall occur within thirty (30) days of the entering of this Consent Decree. Thereafter, for the duration of this Decree, Supreme Northwest shall conduct full-workplace training annually.

- (ii) Supreme Northwest shall conduct the first training required by this decree through an educator, consultant or attorney experienced in the area of anti-discrimination and harassment training. Thereafter, Supreme Northwest may conduct the training using in-house management-level Human Resources personnel.
- (iii) Supreme Northwest shall require its General Manager to introduce the annual anti-discrimination and harassment training to communicate Supreme Northwest's commitment to its Statement of Zero-Tolerance Policy and anti-harassment policy.

**C. Expunging Records**

19. Supreme Corporation and Supreme Northwest shall not retaliate against the charging parties for opposing a practice deemed unlawful by Title VII or for making a charge,

testifying, assisting, or participating in any investigation, proceeding, or hearing associated with this action

20. Supreme Corporation and Supreme Northwest shall not disclose any information or make references to any charge of discrimination or this lawsuit in responding to employment reference requests for information about the charging parties. Supreme Northwest shall provide the charging parties with a reference letter on Supreme Northwest's letterhead confirming dates of employment, positions held and final rate of pay.

21. Supreme Corporation and Supreme Northwest shall expunge from the charging parties' personnel file, any references to a charge of discrimination against Supreme Northwest and this lawsuit. Supreme Northwest shall not add any information or references to the charging parties' personnel files or records regarding his charge of discrimination and this lawsuit after such references have been expunged. Files containing information about the charging parties that have been developed during the subject litigation will be maintained in files separate and apart from their personnel files. Any such files shall be maintained by Supreme Northwest at its business offices, or at the offices of its legal counsel, at Supreme Northwest's option. Supreme Northwest shall make charging parties' personnel file available for inspection by them either at Supreme Northwest's Woodburn facility or at the offices of its legal counsel.

**D. Reporting**

22. Six months following the entry of this Decree and every twelve months thereafter for the duration of the Decree, Supreme Northwest shall send the EEOC a written report of

individuals (if any) who complained of discrimination, harassment or retaliation during the prior time period, along with an explanation as to all actions taken with regards to such complaints.

23. Supreme Northwest shall submit a final report to the EEOC Thirty (30) days before the Consent Decree expires containing a statement that it has complied with all the terms of this Consent Decree.

**E. Posting**

24. Within two (2) weeks after entry of this decree, Supreme Northwest shall post a notice in the form of Exhibit 1 (in English and Spanish) attached to this decree in a prominent and conspicuous location in or near the employee cafeteria, lunchroom or other place within defendant's facilities where employees tend to gather. The notice shall remain posted for the duration of this Decree. In the event that the persons and/or departments to whom individuals should make complaints alleging discrimination and/or retaliation change during the term of the Decree, such that the information contained on the notice is no longer accurate, Supreme Northwest shall immediately prepare a new notice that contains the correct information. Supreme Northwest shall thereupon promptly replace the old notice with the revised notice.

**VIII. ENFORCEMENT**

25. If the EEOC concludes that Supreme Northwest has breached this agreement, it may bring an action in the United States District Court for the District of Oregon against both defendants, Supreme Corporation and Supreme Northwest to enforce this Consent Decree.

Before bringing an action for breach of the Decree, the EEOC shall first give Supreme Corporation and Supreme Northwest (10) days notice. The EEOC and Supreme Corporation and Supreme Northwest shall use that 10-day period for good faith efforts to resolve the matter.

#### **IX. RETENTION OF JURISDICTION**

26. The United States District Court for the District of Oregon shall retain jurisdiction over this matter for the duration of the Decree.

#### **X. DURATION AND TERMINATION**

27. This Decree shall be in effect for three (3) years, commencing with the date the Decree is filed. If the EEOC petitions the court for breach of agreement, and the court finds Supreme Northwest to be in violation of the terms of the Consent Decree, the court may extend this Consent Decree.

#### **VI. CONCLUSION**

28 The provisions of this Consent Decree are not binding on the parties until the authorized representatives for the Plaintiff EEOC, Supreme Corporation and Supreme Northwest

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sign and the court enters the Consent Decree in the court.

DATED this 19th day of December, 2007.

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ORDER APPROVING CONSENT DECREE

The Court, having considered the foregoing stipulated agreement of the parties, HEREBY ORDERS THAT the foregoing consent decree be, and the same hereby is, approved as the final decree of this court in full settlement of this action. This lawsuit is hereby dismissed with prejudice and without costs or attorneys' fees to any party. The Court retains jurisdiction of this matter for purposes of enforcing the consent decree approved herein.

DATED this 31 day of December, 2007.

  
\_\_\_\_\_  
THE HONORABLE MICHAEL W. MOSMAN  
UNITED STATES DISTRICT COURT JUDGE